

VACANT LAND PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

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1. Date: February 20, 2014 MLS No.: 111668
2. Buyer: Konen Rock Products Inc, a corporation
3. Seller: Emory N. Stubblefield Estate, subject to court app
4. Property: Tax Parcel No(s): 350724440024 (walla walla County)
Street Address: 595 offner rd/000 myra, walla walla Washington 99362
Legal Description: Attached as Exhibit A.
5. Purchase Price: \$ 225,550.00 ^{250,000} FIFTY ~~Two Hundred Twenty Five Thousand Five Hundred Fifty dollars~~
6. Earnest Money: (To be held by ☐ Selling Firm; ☒ Closing Agent) See counter offer form 36
Personal Check: \$ 1,000.00; Note: \$ _____; Other (elb: \$ 3/1/14)
7. Default: (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
8. Title Insurance Company: Land Title of Walla Walla
9. Closing Agent: ☒ a qualified closing agent of Buyer's choice; ☐ _____
10. Closing Date: 03/20/14 4/30/14 or sooner OK 3/1/14
11. Possession Date: ☒ on Closing; ☐ Other _____
12. Offer Expiration Date: 02/28/14
13. Services of Closing Agent for Payment of Utilities: ☒ Requested (attach NWMLS Form 22K); ☐ Waived
14. Charges and Assessments Due After Closing: ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
15. Subdivision: The Property: ☐ must be subdivided before _____; ☒ is not required to be subdivided
16. Feasibility Contingency Expiration Date: ☒ 30 days after mutual acceptance; ☐ Other _____
17. Agency Disclosure: Selling Broker represents: ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Broker represents: ☒ Seller; ☐ both parties
18. Addenda: 22D(Optional Clauses) 22EF(Funds Evidence) 22T(Title Cont.) 34(Addendum)B
35F (Feasibility) sellers addendum A 36(counter offer)

[Signature] 2/20/14
Buyer's Signature Date
President

[Signature] 3-1-14
Seller's Signature Date
Estate of Emory Stubblefield
Adeline Hodgins, D.R.

Buyer's Signature Date

Seller's Signature Date

81890

595 Offner Rd,000 MyraRoad

Buyer's Address

Seller's Address

Milton -Freewater Or.97862

Walla Walla WA 99362

City, State, Zip

City, State, Zip

Phone No.

Fax No.

Phone No.

Fax No.

Buyer's E-mail Address

Seller's E-mail Address

Adamas Realty LLC

2414

Lloyds Inc Realtors

Selling Firm

MLS Office No.

Listing Firm

MLS Office No.

Selling Firm's Assumed Name (if applicable)

Listing Firm's Assumed Name (if applicable)

Marcus M. Maiuri

74481

David Corbett/ Daryl Schreiner

Selling Broker (Print)

MLS LAG No.

Listing Broker (Print)

MLS LAG No.

509-200-2789

509-525-4110

Phone No.

Firm Fax No.

Phone No.

Firm Fax No.

marcm@pocketinet.com

darco4321@gmail.com

Selling Broker's E-mail Address

Listing Broker's E-mail Address

LEGAL DESCRIPTION

APN 35-07-24-44-0024

All that portion of the following described tract lying Easterly of the East Boundary line of that certain tract of land deeded to Walla Walla County, a Municipal Corporation, in deed filed of record on February 16, 2007, under Auditor's File No. 2007-01915, records of the Auditor of Walla Walla County, State of Washington.

Beginning at the Southeast corner of Section 24 in Township 7 North, of Range 35 East of the Willamette Meridian, and running thence North along the East line of Section 24, a distance of 1068.5 feet to a point in the center of the channel of Mill Creek; thence along the center of the said channel of Mill Creek by the following courses and distances: South 31° 35' West 210.9 feet; thence on a curve to the right having a radius of 458.4 feet for a distance of 500.0 feet; thence North 85° 55' West 319.6 feet; thence on a curve to the left having a radius of 716.2 feet for a distance of 293.1 feet; thence South 70° 38' West 114.2 feet; thence on a curve to the right having a radius of 573.7 feet for a distance of 64.52 feet; thence South 600.1 feet, more or less to a point in the South line of said Section; thence East along said South line, 1307.5 feet to the point of beginning, situate in the County of Walla Walla, State of Washington.

EXCEPTING THEREFROM the following described tract to wit:

A strip of land 10.00 feet in width in the Southeast Quarter of the Southeast Quarter of Section 24, Township 7 North, Range 35 East of the Willamette Meridian, Walla Walla County, described more particularly as follows:

THE TRUE POINT OF BEGINNING for this description is the Southeast corner of said Section 24, being the Northeast corner of Lot 2 of Short Plat recorded in Volume 2, Page 290, records of Walla Walla County;

thence South 88° 47'01" West for a distance of 445.00 feet along the South line of Section 24 to the Northwest corner of said Lot 2;

thence North 11° 7'19" West for a distance of 10.00 feet along a Northerly projection of the West line of said Lot 2;

thence North 88° 47'01" East, parallel to said South line, for a distance of 445.04 feet to a point in the East line of said Section 24;

thence South 1° 03'58" East for a distance of 10.00 feet to THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, that portion deeded to Walla Walla County, a municipal corporation, in deed filed of record on February 16, 2007, under Auditor's File No. 2007-01915, records of the Auditor of Walla Walla County, State of Washington.

CPK
12/8/14
AN
3-1-14

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Continued

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Broker who will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, the other party may make a written demand to the Closing Agent for the Earnest Money. If only one party makes such a demand, Closing Agent shall promptly deliver notice of the demand to the other party. If the other party does not object to the demand within 10 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand. If Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. The parties are advised that, notwithstanding the foregoing, Closing Agent may require the parties to execute a separate agreement before disbursing the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. Upon either party's request, the party holding the Earnest Money shall commence an interpleader action in the county in which the Property is located. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

Initials: BUYER: CEP Date: 2/20/14 SELLER: AN Date: 3-1-14
BUYER: _____ Date: _____ SELLER: _____ Date: _____

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- f. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- g. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 13, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).
- Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 14.
- h. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.
- i. **FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment In Real Property Tax Act. Seller shall sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- j. **Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Broker or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. Receipt by Selling Broker of a Form 17 or 17C (whichever is applicable), Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- k. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

Initials: BUYER: CEK

Date: 2/20/14

SELLER: Out

Date: 3-1-14

BUYER: _____

Date: _____

SELLER: _____

Date: _____

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Continued

- l. Facsimile or E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing.
- m. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- n. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Seller, by Listing Broker or at the licensed office of Listing Broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- u. Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.

Initials: BUYER: CEK Date: 2/20/14 SELLER: AN Date: 3-1-14
BUYER: _____ Date: _____ SELLER: _____ Date: _____

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Continued

- v. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No. 16 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. BUYER SHOULD NOT RELY ON ANY ORAL STATEMENTS concerning this made by the Seller, Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 16, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs.
- w. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term 15. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third-party service providers.

Initials: BUYER: cel

Date: 2/20/14

SELLER: AW

Date: 3-1-14

BUYER: _____

Date: _____

SELLER: _____

Date: _____

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated February 20, 2014 1
between Konen Rock Products Inc ("Buyer") 2
and Emory N. Stubblefield Estate, subject to court app ("Seller") 3
concerning 595 offner rd/000 myra, walla walla, WA 99362 (the "Property"). 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

Addendum B: 6

1. Property to have a clear title report at the time of closing. 7

2. Feasibility period to extend 5 days past the process of clearing the title of the property. 8

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 9

Initials: BUYER: cel Date: 2/20/14 SELLER: AN Date: 3-1-14
BUYER: _____ Date: _____ SELLER: _____ Date: _____

OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated February 20, 2014 1
between Konen Rock Products Inc ("Buyer") 2
and Emory N. Stubblefield Estate, subject to court app ("Seller") 3
concerning 595 offner rd/000 myra, walla walla, WA 99362 (the "Property"). 4

CHECK IF INCLUDED: 5

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations 6
concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of 7
any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on 8
the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and 9
encroachments to Buyer's own satisfaction within the inspection contingency period. 10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 11
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 12
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13
 - ☒ **Standard Owner's Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 14
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 15
additional protection and inflation protection endorsements, if available at no additional cost, rather than 16
the Homeowner's Policy of Title Insurance. 17
 - ☐ **Extended Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an 18
ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy 19
of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, 20
including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost 21
of any survey required by the title insurer. 22
3. ☒ **Property And Grounds Maintained.** Until possession is transferred to Buyer, Seller shall maintain the 23
Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s); 24
grounds; plumbing, heat, electrical and other systems; and all Included Items. Should an appliance or system 25
become inoperative or malfunction prior to transfer of possession, Seller shall either repair, or replace the 26
same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property 27
within 5 days prior to transfer of possession to verify the foregoing. Buyer and Seller understand and agree 28
that the Listing Broker and Selling Broker shall not, under any circumstances, be liable for the foregoing or 29
Seller's breach of this clause. 30
4. ☐ **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when 31
possession is transferred to Buyer shall thereupon become the property of the Buyer, and may be retained or 32
disposed of as Buyer determines. However, Seller shall clean the interiors of any structures and remove all 33
trash, debris and rubbish on the Property prior to Buyer taking possession. 34
5. ☐ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 35
 - ☐ public water main; ☐ public sewer main; ☐ septic tank; ☐ well (specify type) _____; 36
 - ☐ irrigation water (specify provider) _____; ☐ natural gas; ☐ telephone; 37
 - ☐ cable; ☐ electricity; ☐ other _____ 38
6. ☐ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 39
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 40
Buyer the information below in writing as soon as available: 41
 - WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 42
 - CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 43
 - OTHER INSULATION DATA: _____ 44

Initials: BUYER: CK Date: 2/20/14 SELLER: AM Date: 3-1-14
BUYER: _____ Date: _____ SELLER: _____ Date: _____

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**
Continued

7. ☐ **Leased Property.** Buyer acknowledges that Seller leases the following items of personal property: 45
☐ propane tank; ☐ security system; ☐ satellite dish and operating equipment; ☐ other _____ 46
Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any 47
further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. 48
8. ☐ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any 49
other association, then Seller shall provide Buyer a copy of the following documents (if available from the 50
Association) within _____ days (10 days if not filled in) of mutual acceptance: 51
a. Association rules and regulations, including, but not limited to architectural guidelines; 52
b. Association meeting minutes from the prior two (2) years; 53
c. Association Board of Directors meeting minutes from the prior six (6) months; and 54
d. Association financial statements from the prior two (2) years. 55
If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not 56
filled in) of receipt of the above documents or the date that the above documents are due, then this 57
homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely 58
notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 59
9. ☒ **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is 60
excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the 61
removal of the Excluded Item(s). Excluded Item(s): 62
*Personal Property currently located on Subject Property including 63
but not limited to vehicles does not remain 64*
10. ☒ **E-mail Transmission.** E-mail transmission of any signed original document, and retransmission of any 65
signed e-mail transmission, shall be the same as delivery of an original, provided that the document is sent to 66
both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses below. At 67
the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by 68
signing an original document. 69
- | | | |
|--|--|----|
| <u>marcm@pocketinet.com</u> | <u>darco4321@gmail.com</u> | 70 |
| Selling Broker E-mail Address | Listing Broker E-mail Address | |
| <u>transactions@adamasrealty.com</u> | <u>david@lloydsinsurance.net</u> | 71 |
| Selling Firm Authorized E-mail Address | Listing Firm Authorized E-mail Address | |
11. ☐ **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide 72
additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as 73
follows: 74
- a. Home warranty provider: _____ 75
- b. Seller shall pay up to \$ _____ (\$0.00 if not filled in) of the cost for the home warranty, together 76
with any included options, and Buyer shall pay any balance. 77
- c. Options to be included: _____ 78
_____ (none, if not filled in). 79
- d. Other: _____ 80
12. ☒ **Other.** 81
buyer elects to not have a appraisal for the property. 82
83
84

Initials: BUYER: CEK Date: 2/20/14 SELLER: QAN Date: 3-1-14
BUYER: _____ Date: _____ SELLER: _____ Date: _____

**EVIDENCE OF FUNDS ADDENDUM
TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated February 20, 2014 1
between Konen Rock Products Inc ("Buyer") 2
and Emory N. Stubblefield Estate, subject to court app ("Seller") 3
concerning 595 offner rd/000 myra, walla walla, WA 99362 (the "Property"). 4

CHECK IF INCLUDED: 5

1. ☒ **EVIDENCE OF NON-CONTINGENT FUNDS.** Buyer is relying on non-contingent funds for payment of the 6
Purchase Price. Buyer shall provide evidence to Seller of such funds within 3 days (3 days if not filled 7
in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Price 8
in Section 2 below, Buyer represents that the non-contingent funds are sufficient to pay the Purchase Price. 9
Buyer shall not use such non-contingent funds for any purpose other than the purchase of the property without 10
Seller's prior written consent. If Buyer fails to timely provide such evidence, Seller may give notice terminating 11
this Agreement any time before such evidence is provided. 12

"Evidence" means document(s) from a financial institution(s) in the United States showing that Buyer has a 13
sufficient amount of cash or cash equivalent in United States funds which, in addition to any other funds 14
disclosed in Section 2 of this Addendum, are available to close the sale. "Non-contingent funds" means money 15
that Buyer is required to pay to close for which there is no contingency, such as financing (NWMLS Form 22A 16
or equivalent), sale of Buyer's property (NWMLS Form 22B or equivalent), or pending sale of Buyer's property 17
(NWMLS Form 22Q or equivalent). Non-contingent funds may include a down payment or the entire Purchase 18
Price. 19

2. ☐ **DISCLOSURE OF SOURCES OF OTHER FUNDS.** Buyer is relying on the following other source(s) of funds 20
for the Purchase Price: 21

☐ Sale of the following property owned by Buyer: _____ 22

☐ Gift of \$ _____ from _____ 23

☐ Funds not readily convertible to liquid United States funds (describe): _____ 24

_____ 25

☐ Other (describe): _____ 26

Buyer shall provide Seller with additional information about such funds as may be reasonably requested by 27
Seller from time to time. 28

3. ☐ **EVIDENCE THAT OTHER FUNDS ARE AVAILABLE.** Buyer shall provide evidence to Seller _____ days 29
(10 days if not filled in) prior to Closing that the funds relied upon in Section 2 have been received or are 30
immediately available to Buyer. If Buyer fails to timely provide such evidence, Seller may give notice terminating 31
this Agreement any time before such evidence is provided. 32

Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 33

Initials: BUYER: CK Date: 2/20/14 SELLER: AN Date: 3-1-14
BUYER: _____ Date: _____ SELLER: _____ Date: _____

**IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated February 20, 2014 1
between Konen Rock Products Inc ("Buyer") 2
and Emory N. Stubblefield Estate, subject to court app ("Seller") 3
concerning 595 offner rd/000 myra, walla walla, WA 99362 (the "Property"). 4

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5
necessary to satisfy unpaid utility charges affecting the Property. The names and addresses of all utilities providing 6
service to the Property and having lien rights are as follows: 7

WATER DISTRICT:

UNKNOWN 8
Name

Address 9

City, State, Zip 10

SEWER DISTRICT:

UNKNOWN 11
Name

Address 12

City, State, Zip 13

IRRIGATION DISTRICT:

Name 14

Address 15

City, State, Zip 16

GARBAGE:

UNKNOWN 17
Name

Address 18

City, State, Zip 19

ELECTRICITY:

UNKNOWN 20
Name

Address 21

City, State, Zip 22

GAS:

UNKNOWN 23
Name

Address 24

City, State, Zip 25

SPECIAL DISTRICT(S):

(local improvement districts or utility local improvement districts)

Name 26

Address 27

City, State, Zip 28

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within 29
5 days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing Broker or 30
Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property and (2) 31
Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and addresses of 32
the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34
(including unbilled charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or 35
to insure payment of, Seller's utility charges. 36

Initials: BUYER: CEL Date: 2/20/14 SELLER: OUT Date: 3-1-14
BUYER: CEL Date: 3/1/14 SELLER: _____ Date: _____

**TITLE CONTINGENCY ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated February 20, 2014 1
between Konen Rock Products Inc ("Buyer") 2
and Emory N. Stubblefield Estate, subject to court app ("Seller") 3
concerning 595 offner rd/000 myra, walla walla, WA 99362 (the "Property"). 4

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with easements, covenants, conditions and restrictions of record, which are to be obtained by Buyer, to 6
determine that they are consistent with Buyer's intended use of the Property. Buyer shall have 30 days 7
(5 days if not filled in) ☐ from mutual acceptance of this Agreement or ☒ from the date of Buyer's receipt of the 8
preliminary commitment for title insurance (from mutual acceptance, if neither box checked) to give written 9
notice of Buyer's disapproval and the reasons therefore. Buyer may only disapprove exceptions that are 10
contained in the preliminary commitment and may not object to matters not contained therein. 11
Seller shall have _____ days (5 days if not filled in) after receipt of Buyer's notice of disapproval to give 12
Buyer written notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to 13
cure all disapproved exceptions. If Seller does not give timely notice that Seller will clear all disapproved 14
exceptions, Buyer may terminate this Agreement within 3 days after the deadline for Seller's notice. In the event 15
Buyer elects to terminate the Agreement, the Earnest Money shall be returned to Buyer, less any unpaid costs 16
described in the Agreement. Buyer shall have no right to specific performance or damages as a consequence of 17
Seller's inability to provide insurable title. If Buyer does not terminate the Agreement, Buyer shall be deemed to 18
have waived all objections to title, which Seller did not agree to clear. 19
2. **Supplemental Title Reports.** If Buyer receives supplemental title reports that disclose new exception(s) to the 20
title commitment, then the time periods and procedures for notice, correction, and termination above shall apply 21
to the date of Buyer's receipt of the supplemental title report. 22
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at closing 23
as provided in the Agreement. 24

Initials: BUYER: cel Date: 2/20/14 SELLER: Ant Date: 3-1-14
BUYER: _____ Date: _____ SELLER: _____ Date: _____

ADDENDUM "A"

THIS ADDENDUM WITH THE FOLLOWING VERBAGE TO BE INCLUDED IN ALL OFFERS TO PURCHASE SUBJECT PROPERTY...

- 1) Buyers understand and agree that Sellers final acceptance of any offer is Subject To: Review, approval, and negotiation with EPA, and additionally requires Court approval, plus DOE, and Sellers Attorney review.
- 2) Seller and Seller's Agents make no claims regarding the involvement in or amount of contaminated cleanup provided by the EPA involving portions of the 11.3 acre site. Buyers understand and agree that subject property is to be sold in its present "As Is" condition. Buyers are advised to Due Diligence, and Satisfy themselves regarding cleanup, by contacting: Jeffrey Fowlow, On-Scene Coordinator, EPA Region 10, at fowlow.jeffrey@epa.gov or 206 225-5582 or 206 553-2751


Buyer _____ PRESIDENT Date 2/20/14

Buyer _____

Date _____

Estate of Emory Stubblefield
Adena Hodgins, PR *3-1-14*



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10
1200 Sixth Avenue, Suite 900
Seattle, WA 98101-3140

OFFICE OF
ENVIRONMENTAL CLEANUP

January 9, 2014

Ms. Ginny Darrell
Washington Department of Ecology
Eastern Regional Office
4601 North Monroe
Spokane, Washington 99205

Re: Completion and Transmittal of Removal Completion Report for Stubblefield Salvage and Recycling, LLC in Walla Walla, Washington

Dear Ms. Darrell:

Enclosed with this letter are two DVDs containing the final completion report for the removal action conducted by EPA Region 10 at the Stubblefield Salvage and Recycling Site (Site) located at 980 NE Myra Road in Walla Walla, Washington.

The Washington Department of Ecology referred the Site to EPA for cleanup action in April 2009. The EPA's subsequent investigation and assessment of the Site resulted in two separate removal actions to address identified threats to human health and the environment. In September and October 2009, EPA implemented a time-critical action to address observable and imminent threats on the surface of the Site including the removal and disposal of leaking and decrepit drums containing hazardous substances, improperly stored pressurized cylinders, and friable asbestos material. In April 2012, EPA returned to the Site to remove and dispose of additional drums of hazardous substances that had been generated and abandoned when the Walla Walla Superior Court ordered Stubblefield Salvage and Recycling, LLC to cease business operations. Following the initial time-critical action, EPA conducted additional investigation of subsurface soil and groundwater and completed an engineering evaluation and cost analysis to address high concentrations of hazardous substances in soil around the former metal salvage processing area. This non-time critical removal included the excavation, removal and disposal of contaminated soil, and the replacement of excavated soil with clean fill. The non-time critical action was completed in the summer of 2013 and is documented in the enclosed completion report.

With the exception of cost recovery efforts, EPA currently has no further response actions planned for the Site. Consistent with our phone discussion on April 18, 2013, this letter confirms that Ecology will assume responsibility for any future action that may be necessary at the Site including any necessary post-removal site controls. Should you have any questions concerning this letter or the removal completion report please feel free to contact me at (206) 553-2751.

cel 2/20/14

OK 3-1-14

Sincerely,

/s/

Jeffrey Fowlow
On-Scene Coordinator
EPA Region 10, Emergency Response Unit

Enclosures

Two copies of the Stubblefield Salvage and Recycling, LLC Removal Completion Report
(2 DVDs)

cc w/ enclosures

Adena Hodgins
Personal Representative
Estate of Emory N. Stubblefield
PO Box 1598
Walla Walla, WA 99362

CH
OAH 3-1-14

LEGAL DESCRIPTION

APN 35-07-24-44-0024

All that portion of the following described tract lying Easterly of the East Boundary line of that certain tract of land deeded to Walla Walla County, a Municipal Corporation, in deed filed of record on February 16, 2007, under Auditor's File No. 2007-01915, records of the Auditor of Walla Walla County, State of Washington.

Beginning at the Southeast corner of Section 24 in Township 7 North, of Range 35 East of the Willamette Meridian, and running thence North along the East line of Section 24, a distance of 1068.5 feet to a point in the center of the channel of Mill Creek; thence along the center of the said channel of Mill Creek by the following courses and distances: South 31° 35' West 210.9 feet; thence on a curve to the right having a radius of 458.4 feet for a distance of 500.0 feet; thence North 85° 55' West 319.6 feet; thence on a curve to the left having a radius of 716.2 feet for a distance of 293.1 feet; thence South 70° 38' West 114.2 feet; thence on a curve to the right having a radius of 573.7 feet for a distance of 64.52 feet; thence South 600.1 feet, more or less to a point in the South line of said Section; thence East along said South line, 1307.5 feet to the point of beginning, situate in the County of Walla Walla, State of Washington.

EXCEPTING THEREFROM the following described tract to wit:

A strip of land 10.00 feet in width in the Southeast Quarter of the Southeast Quarter of Section 24, Township 7 North, Range 35 East of the Willamette Meridian, Walla Walla County, described more particularly as follows:

THE TRUE POINT OF BEGINNING for this description is the Southeast corner of said Section 24, being the Northeast corner of Lot 2 of Short Plat recorded in Volume 2, Page 290, records of Walla Walla County;

thence South 88° 47'01" West for a distance of 445.00 feet along the South line of Section 24 to the Northwest corner of said Lot 2;

thence North 1° 7'19" West for a distance of 10.00 feet along a Northerly projection of the West line of said Lot 2;

thence North 88° 47'01" East, parallel to said South line, for a distance of 445.04 feet to a point in the East line of said Section 24;

thence South 1° 03'58" East for a distance of 10.00 feet to THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, that portion deeded to Walla Walla County, a municipal corporation, in deed filed of record on February 16, 2007, under Auditor's File No. 2007-01915, records of the Auditor of Walla Walla County, State of Washington.

CPK
2/13/14
AA
3-1-14

SELLER DISCLOSURE STATEMENT†
COMMERCIAL PROPERTY

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Commercial Brokers Association
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SELLER: Emory N. Stubblefield Estate, Adena Hodgins, Personal Representative

† To be used in transfers of commercial real estate as defined in RCW 60.42.005. See RCW Chapter 64.06 for further explanations.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 595 Offner Rd.

CITY Walla Walla, COUNTY Walla Walla, ("THE PROPERTY")
OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller ☐ is/ ☒ is not occupying the property.

I. SELLER'S DISCLOSURES:

* If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

A. Do you have legal authority to sell the property? If no, please explain.

*B. Is title to the property subject to any of the following?

(1) First right of refusal

(2) Option

(3) Lease or rental agreement

(4) Life estate?

*C. Are there any encroachments, boundary agreements, or boundary disputes?

*D. Is there any leased parking?

*E. Is there a private road or easement agreement for access to the property?

*F. Are there any rights-of-way, easements, shared use agreements or access limitations?

*G. Are there any written agreements for joint maintenance of an easement or right-of-way?

*H. Are there any zoning violations or nonconforming uses?

*I. Is there a survey for the property?

*J. Are there any legal actions pending or threatened that affect the property?

*K. Is the property in compliance with the Americans with Disabilities Act?

YES NO DON'T
KNOW

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SELLER'S INITIALS: EH PR DATE: 5-9-13 SELLER'S INITIALS: _____ DATE: _____

2/20/14

SELLER DISCLOSURE STATEMENT
COMMERCIAL PROPERTY
(Continued)

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	YES	NO	DON'T KNOW	
2. WATER				56
*Are there any water rights for the property, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57
3. SEWER/ON-SITE SEWAGE SYSTEM				58
*Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	59
4. STRUCTURAL				60
*A. Has the roof leaked within the last 5 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	61
*B. Has any occupied subsurface flooded or leaked within the last five years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	62
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	63
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	64
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65
*D. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
*E. Are there any defects with the following: (If yes, please check applicable items and explain.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67
<input type="checkbox"/> Foundations <input type="checkbox"/> Slab Floors				68
<input type="checkbox"/> Doors <input type="checkbox"/> Outbuildings				69
<input type="checkbox"/> Ceilings <input type="checkbox"/> Exterior Walls				70
<input type="checkbox"/> Sidewalks <input type="checkbox"/> Siding				71
<input type="checkbox"/> Interior Walls <input type="checkbox"/> Other _____				72
<input type="checkbox"/> Windows				73
5. SYSTEMS AND FIXTURES				74
*A. Are there any defects in the following systems? If yes, please explain.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75
(1) Electrical system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76
(2) Plumbing system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
(3) Heating and cooling systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78
(4) Fire and security system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	79
(5) Carbon monoxide alarms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80
6. ENVIRONMENTAL				81
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82
*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	83
*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
*D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	85
*E. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86
*F. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	87
*G. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	88
7. FULL DISCLOSURE BY SELLER				89
A. Other conditions or defects:				90
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91

SELLER'S INITIALS: QAL, PR DATE: 5-9-13 SELLER'S INITIALS: _____ DATE: _____
CLB 2/20/14

SELLER DISCLOSURE STATEMENT
COMMERCIAL PROPERTY
(Continued)

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B. Verification 99
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property. 100-103
Date: _____ Date: _____ 104
Seller: _____ Seller: _____ 105

NOTICE TO BUYER 106

SEX OFFENDER REGISTRATION 107

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 108-111

II. BUYER'S ACKNOWLEDGEMENT 112
Buyer hereby acknowledges that: 113

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation. 114-115
B. The disclosures set forth in this statement and in any amendments to this statement are made only by Seller and not by any real estate licensee or other party. 116-117
C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 118-119
D. This information is for disclosure only and is not intended to be a part of the written agreement between Buyer and Seller. 120-121
E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 122-123

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 124-130

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY; AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. 131-133

DATE: _____ DATE: _____ 134
BUYER: _____ BUYER: _____ 135

SELLER'S INITIALS: AN, PR DATE: 5-9-13 SELLER'S INITIALS: _____ DATE: _____

CLK 2/20/14

SELLER DISCLOSURE STATEMENT
COMMERCIAL PROPERTY
(Continued)

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BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

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Buyer has read and reviewed Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives
Buyer's right to revoke Buyer's offer based on this disclosure.

DATE: 2/20/14 DATE: _____

BUYER: C. P. S. 1/2 BUYER: _____

PRESIDENT

BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right.
However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive
the receipt of the "Environmental" section of the Seller Disclosure Statement.

DATE: _____ DATE: _____

BUYER: _____ BUYER: _____

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the
line number(s) of the question(s).

~~Subject property is an estate sale. Buyers therefore waive their right to receive a completed Seller~~

~~Disclosure. Sellers and Sellers Agents make no claims regarding the extent of the EPA clean up.~~

~~Buyers to do diligence with preliminary research on their own regarding the EPA clean up.~~

~~Buyers agree and understand that subject property is to be sold in its present "As Is" condition.~~

~~ALL OFFERS TO INCLUDE ADDENDUM "A". (see documents). Offers to purchase are subject~~

~~to review and approval by both the Court and EPA. Allow a minimum of 2 weeks for a response.~~

~~Personal property including but not limited to vehicles, currently located on subject property~~

~~belongs to Department of Labor & Industries and does not remain.~~

2/23/14

SELLER'S INITIALS: AD DATE: 3-1-14 SELLER'S INITIALS: _____ DATE: _____

**COUNTEROFFER ADDENDUM
TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated February 20, 2014,
concerning 595 Offner Rd. (the "Property"),
by, Emory N. Stubblefield Estate, Adena Hodgins P.R., as Seller
and the undersigned Konen Rock Products Inc, a corporation, as Buyer
are accepted, except for the following changes.

☒ **The Purchase Price** shall be \$ 250,000.00 Two Hundred Fifty Thousand Dollars

☒ **Other.**

Sellers acceptance of Buyers offer is contingent on the following:

- 1) Court approval.
- 2) Sellers ability to negotiate a settlement price, to Sellers satisfaction, with EPA in order to remove EPA liens and clear title.

Additionally: Buyers are aware that DOE has additional environmental issues with subject property, which may require additional test holes and oversight with an environmental engineering firm, resulting in the requiremnt for additional clean up work.

With the signing and acceptance of this counter offer, Buyers agree to assume any and all responsibility and liability for additional claims, liens, judgments, and or clean-up as a result of Department of Ecology requirements that may occur regarding subject property, now or in the future. Buyers also agree to a "Hold Harmless Agreement" absolving the Estate, the Sellers and their Agents of any further liability, now or in the future, regarding environmental claims against subject property, that may occur from Governmental Agencies including but not limited to EPA, and DOE.

This counteroffer shall expire at 9:00 p.m. on _____ (if not filled in, two days after it is delivered), unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the counterofferor, their broker or at the licensed office of their broker. If this counteroffer is not so accepted, it shall lapse and the Earnest Money shall be refunded to Buyer.

All other terms and conditions of the above offer are incorporated herein by reference as though fully set forth.

Emory N. Stubblefield 2-1-14
Signature Date Signature Date
Adena Hodgins

The above counteroffer is accepted.

C. P. ... 3/1/14
Signature Date Signature Date